

BOSTON REDEVELOPMENT AUTHORITY

REPORT AND DECISION ON THE APPLICATION OF DIMOCK-BRADGON ASSOCIATES FOR THE AUTHORIZATION AND APPROVAL OF A PROJECT UNDER MASSACHUSETTS GENERAL LAWS (TER. ED.) CHAPTER 121A AS AMENDED, AND CHAPTER 652 OF THE ACTS OF 1960, TO BE UNDERTAKEN AND CARRIED OUT BY A LIMITED PARTNERSHIP ORGANIZED PURSUANT TO MASSACHUSETTS GENERAL LAWS, CHAPTER 109, AND APPROVAL TO ACT AS AN URBAN DEVELOPMENT LIMITED PARTNERSHIP UNDER SAID CHAPTER 121A.

- A. The Hearing. A public hearing was held at 2:00 P.M. on July 15, 1982 in the offices of the Boston Redevelopment Authority (hereinafter called the "Authority"), at the New City Hall, Room 921, Boston, Massachusetts 02201, by the Authority on an Application dated June 29, 1982 (hereinafter called the "Application"), filed by Dimock-Bragdon Associates for authorization and approval of a redevelopment project under Chapter 121A of the General Laws of the Commonwealth of Massachusetts and Chapter 652 of the Acts of 1960, as amended (hereinafter called the "Project"), due notice of said hearing been given previously by publication on July 5, 1982 and July 12, 1982, in the Boston Herald American, a daily newspaper of general circulation published in Boston, and the Jamaica Plain Citizen on July 8, 1982, and mailing postage prepaid in accordance with Rule 4 of the Rules and Regulations of the Authority for securing approval of Chapter 121A projects, and in accordance with the provisions of Section 13 of Chapter 652 of the Acts of 1960, as amended. Robert Farrell, James K. Flaherty and Clarence Jones were present at the hearing.
- B. The Project. The proposed development area is located at 1841-1869 Columbus Avenue, in the Jamaica Plain section of Boston.

A full metes and bounds description can be found in Exhibit 1 to the Application.

The Project consists of the acquisition of the Project Area from the City of Boston through its Public Facilities Department, and the rehabilitation operation and maintenance of 54 units of housing for families of low and moderate income, all of whom shall be eligible for rental subsidies provided by the United States Department of Housing Urban Development, pursuant to Section 8 of the U.S. Housing Act of 1937, as amended. The Project will consist of seven brick buildings which will contain 4 one-bedroom units, 25 two-bedroom units and 25 three-bedroom units. All of the units will be fully rehabilitated.

The appurtenant facilities will include landscaping and play area. Attached to this Application as Exhibit 2 is a site plan for the Project Area. There is also incorporated into the Application as Exhibit 3 floor plans and elevations for the buildings and as Exhibit 3 outline specifications showing generally the character and quality of the construction to be used.

C. Authority Action. In passing upon the Application, the Authority has considered the Application itself, all documents, plans and exhibits filed therewith or referred to therein, the oral evidence presented at the hearing, the exhibits offered in evidence at the hearing, and arguments and statements made at the hearing.

D. Project Area. The Project as defined in the Application constitutes a "Project" within the meaning of Section 1 of Chapter 121A of the General Laws, providing, as it does, for the acquisition, rehabilitation and construction in a blighted, substandard and decadent area of decent, safe, and sanitary housing for low and moderate income and handicapped persons.

The Project area is blighted, decadent and substandard, as those terms are defined in Section 1 of Chapter 121A, because the vacant tax-foreclosed buildings therein are unfit for human habitation and dilapidated and constitute a fire hazard for the neighborhood. There has already been at least three fires and this constitutes a real and present detriment to the health, welfare, and morale of the community and threatens the stability of the surrounding neighborhood.

The site would not be developed without the real estate taxes being limited to a percentage of the Project's estimated gross annual income, evidenced by the requirement of the mortgage lender attached to the Application. Percentage levels as a basis for taxation can only be lawfully agreed to by the City of Boston under General Laws, Section 6A of Chapter 121A. These conditions and other factors referred to in the Application and this Report and Decision warrant the carrying out of the Project in accordance with Chapter 121A.

For these reasons it is found that the Project area is a blighted, decadent and substandard area within the meaning of Chapter 121A as amended. It is unlikely that the conditions will be remedied by the ordinary operations of private enterprise.

The Project will provide substantial financial return to the City of Boston. The amounts to be paid in lieu of real estate taxes by the Applicants are set forth in the Application. There shall be paid to the City of Boston a percentage payment in lieu of real estate taxes, in each of the forty (40) calendar years after approval of the Project.

E. Cost of the Project. In the opinion of the Authority, the cost of the Project has been realistically estimated in the Application and the Project is practicable.

The estimated minimum cost of the Project will be approximately \$3,900,000.00. Construction financing for the Project in the amount of \$3,053,000.00 will be provided by the sale of notes issued by the Massachusetts Housing Finance Agency. Permanent bonds in the same amount will be issued by MHFA under the Section 11(b) program. The mortgage will be insured under the Section 221(d)(4) H.U.D. mortgage insurance program. Equity contribution for the balance of the project cost will be raised by the sale of limited partnership interests in the Applicant. All of the rental units will receive rental assistance under Section 8 of the United States Housing Act of 1937, as amended.

The following are all the persons, natural or corporate, who, prior to the completion of the Project, have or will have, directly or indirectly, any ownership interest in the Project. The Applicant, its General and Limited Partner as shown in the Application, the purchasers of the construction notes and permanent loan bonds, and the general contractor will be the only persons with a direct or indirect beneficial interest in the Project.

F. Consistency with Master Plan. The Project does not conflict with the Master Plan for the City of Boston as the Project Area comes within a classification in the Master Plan which permits buildings and uses of the kind proposed by the Applicants.

G. Effect of the Project. The Project will not be in any way detrimental to the best interests of the public or the City of Boston or to the public safety and convenience and is not inconsistent with the most suitable development of the Project Area neighborhood or of the City. The Project will, in fact, forward the best interests of the City and will constitute a public use and benefit. The Plans of the structure to be rehabilitated within the Project

Area have been reviewed by the Design Review Staff of the Authority. The Authority finds that this Project will enhance the general appearance of the Area and furnish attractive and necessary low and moderate income housing and landscaping in this area. This rehabilitation will also serve to stimulate other rehabilitation and construction in the adjacent neighborhoods. The Project will have a positive economic impact on the neighborhood surrounding the Project Area and on the City of Boston. During construction of the Project, the Project general contractor will be required, to the best of its ability, to grant preference in hiring to Boston residents.

H. Environmental Considerations. Pursuant to the provisions of regulations implementing the Massachusetts Environmental Policy Act, 301 CMR 10.32 (3) (h), the Project has been categorically excluded from the filing of any environmental report.

In order to avoid or minimize any damage to the environment, the Authority hereby requires that the applicant comply with the City of Boston Air Pollution Control Commission's Regulations for the Control of Noise and Regulations for the Control of Atmospheric Pollution during all phases of construction activity. Furthermore, if the rehabilitation involves any abrasive blasting of interior or exterior surfaces, the contractor must submit an application for an Abrasive Blasting Permit to the City of Boston Air Pollution Control Commission prior to initiation of such activity.

I. Minimum Standards. The minimum standards for financing, construction, maintenance, and improvement of the Project as set forth in Exhibit 16 filed with and attached to the Application, are hereby adopted and imposed as Rules and Regulations (in addition to those hereinafter adopted and imposed)

applicable to this Project for the same period as the Project is subject to the provisions of Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, as amended.

In addition to the minimum standards set forth in Exhibit 16, the Authority hereby requires that the Applicants, prior to obtaining a building permit, (1) enter into a Regulatory Agreement with the Authority pursuant to the requirements of General Laws, Chapter 121A, Section 18C and containing such other terms and conditions as the Authority may in its discretion deem necessary and appropriate; (2) submit to the Authority for its review and approval all plans and specifications for the Project as the Authority may require and accept such changes and modifications thereto as the Authority may deem necessary or appropriate, and (3) adhere to such design review controls and requirements as the Authority may in its discretion impose.

The carrying out of the Project will not require a permit for the erection, maintenance, and use of a garage within 500 feet of one or more buildings occupied in whole or in part as a public or private school having more than 50 pupils, or as a public or private hospital having more than 25 beds, or as a church.

The Project does not involve the construction of units which constitute a single building under the State Building Code and zoning laws, General Laws, Chapter 138.

J. Zoning Code Deviations. Exhibit 10 to the Application lists the Zoning Code deviations requested for the reasons set forth in the Application and the evidence presented at the hearing. The Authority finds that the deviations attached hereto and incorporated by reference as Exhibit "A" are necessary

for the carrying out of the total project and are therefore granted without substantially derogating from the intent and purposes of the applicable laws, codes, ordinances and regulations respectively.

K. Duration of Period of Tax Exemption. The Applicant seeks and increase in the basic fifteen (15) year statutory term to forty (40) years by the granting of a twenty-five (25) year extension for the Project's period of Tax Exemption pursuant to applicable provisions of Chapter 121A because the project consists of housing financed by federal programs to assist the rehabilitation of low and moderate income housing. Such extension is hereby granted.

L. Decision. For all the reasons set forth in the foregoing report, the Authority hereby approves the undertakings by the Applicant of the Project pursuant to Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, subject to the provisions as set forth above.

ZONING DEVIATIONS

1841 - 1869 Columbus Avenue

(District L-1)

Purpose: To add four parking spaces and a driveway
at the rear of the buildings.

Section 13-1: Dimensional Regulations

Section 13-3: Nonconformity as to Dimensional Requirements

Section 17-1: Minimum Usable Open Space:

Required: No reduction in the
existing open space.

Proposed: Reducing the existing open
space 1,364 ⁺₋ square feet

File: FC Control

COMMITMENT FOR INSURANCE OF ADVANCES

(SECTIONS 207, 220, 221, 231, 232, 242 and 810; and TITLE XI)

Amended

Massachusetts Housing		Project No. <u>023-35276 EC</u>
To: Finance Agency	(Mortgagee)	Episcopal City Mission and
		Urban Edge, Inc.
		(Name of sponsor(s))
<u>50 Milk St.</u>		<u>620 Centre St.</u>
	(Street)	<u>Jamaica Plain, Mass. 02130</u>
		(Address)
<u>Boston, Mass. 02109</u>		<u>Dimock-Bragdon Associates</u>
	(City and State)	(Name of proposed Mortgagor)

The Federal Housing Commissioner, acting herein on behalf of the Secretary of Housing and Urban Development, will endorse for insurance under the provisions of Section 221a(4) of the National Housing Act, and the Regulations thereunder now in effect, a mortgage note in the amount of \$ 3,053,600, to be secured by a mortgage, on the property located at 1841 - 1869 Columbus Ave., Boston, Mass. and consisting of approximately 31,569 square feet. The insurance endorsement will be subject to compliance with the requirements of the Regulations, and the terms and conditions set forth below. The mortgage amount, however, is subject to reduction prior to final insurance endorsement of the mortgage note as provided in the Regulations.

1. The mortgage note shall be payable in monthly installments in accordance with the payment provision checked and completed below:

(a) ☐ Combination Declining Annuity Plan

The loan shall bear interest at the rate of _____ percent per annum payable on the first day of each month on the outstanding balance of principal. The first payment to principal (commencement of amortization) shall be due on the first day of the _____ month following the month in which the mortgage is dated. The mortgage shall provide that the first payment to principal shall be in the amount of \$ _____. Thereafter, on the first day of each succeeding month until the _____ installment has been paid, an installment of principal shall be paid in an amount equal to _____ percent of the principal payment which became due on the first day of the next preceding month. The _____ payment and, until the mortgage is paid in full, each succeeding payment shall be in an amount equal to _____ percent of the last preceding payment. The maturity and final payment date shall be _____ years and _____ months following the due date of the first payment to principal (commencement of amortization).

(b) ☐ Accelerating Curtail Declining Annuity Plan

The loan shall bear interest at the rate of _____ percent per annum payable on the first day of each month on the outstanding balance of principal. The first payment to principal (commencement of amortization) shall be due on the first day of the _____ month following the month in which the mortgage is dated. The mortgage shall provide that the first payment to principal shall be in the amount of \$ _____. Thereafter, on the first day of each succeeding month until the entire indebtedness has been paid; an installment of principal shall be paid in an amount equal to _____ percent of the principal payment which became due on the first day of the preceding month. The maturity and final payment date shall be _____ years and _____ months following the due date of the first payment to principal (commencement of amortization).

(c) ☐ Level Annuity Monthly Payment Plan

The loan shall bear interest at the rate of _____ percent per annum payable on the first day of each month on the outstanding balance of principal. The first payment to principal (commencement of amortization) shall be due on the first day of the _____ month following the month in which the mortgage is dated. The loan shall be payable on a level annuity basis by _____ monthly payments of principal and interest in the amount of \$ _____. The maturity and final payment date shall be _____ years and _____ months following the due date of the first payment to principal (commencement of amortization).

(d) ☒ Level Annuity Monthly Payment Plan

The loan shall bear interest at the rate of 12.625 percent per annum payable on the first day of each month on the outstanding balance of principal up to and including the cut-off date established or selected for cost certification purposes; 12 percent beginning with the date following cost certification cut-off and up to and including the date of final endorsement or the scheduled date for commencement of amortization, whichever comes first. Thereafter, the loan shall bear interest at the rate of 12 percent per annum (permanent loan rate) payable on the first day of each month on the outstanding balance of principal. If the Secretary becomes the holder of the note before the interest rate is reduced to the said permanent loan rate, the Secretary shall have the option of reducing the interest rate to a rate no lower than the said permanent loan rate.

The first payment to principal (commencement of amortization) shall be due on the first day of the 24th month following the month in which the mortgage is dated. The loan shall be payable on a level annuity basis by 480 monthly payments of principal and interest in the amount of \$ 30,795.56. The maturity and final payment date shall be 39 years and 11 months following the due date of the first payment to principal (commencement of amortization).

2. A project shall be constructed on the mortgaged property in accordance with Drawings and Specifications filed with the Commissioner and designated as Columbus Avenue Apartments, FHA Project No. 023-35276, dated October 19, 1981. The Drawings and Specifications, which include "General Conditions of the Contract for Construction" (AIA Document A201) and "Supplementary Conditions of the Contract for Construction" (FHA Form No. 2554), shall be identified in a manner acceptable to the Commissioner by the following parties or their authorized agents: Mortgagor, Design Architect, Architect administering the Construction Contract, Contractor and the Contractor's Surety.

3. At least 15 days prior to the anticipated date for initial insurance endorsement of the mortgage note, two draft copies of each of the following documents and exhibits shall be submitted to the Commissioner. After review, the place and date of the initial closing will be designated, at which time the following documents and exhibits in final form shall be delivered to the Commissioner for approval:

- (a) The mortgage and the note evidencing the debt secured.
- (b) The Building Loan Agreement (FHA Form No. 2441) between the Mortgagee and the Mortgagor governing advances of the mortgage proceeds.
- (c) The Construction Contract (FHA Form No. 2442 or 2442A) between the Mortgagor and the General Contractor whereby the project is to be built.
- (d) Contractor's Certification of Labor Standards and Prevailing Wage Requirements.
- (e) Agreement and Certification executed by the Mortgagee and Mortgagor.
- (f) Owner-Architect Agreement (appropriate FHA Form).
- (g) Title evidence in conformity with the Regulations which shall show that title to the property on the date of initial endorsement of the mortgage for insurance is vested in the Mortgagor free of all encumbrances other than the mortgage, and free of all reservations of title (either junior or prior to said mortgage), except such as are specifically determined to be acceptable by the Commissioner. If such title evidence is in the form of a title insurance policy, it shall by its terms inure to the benefit of the Mortgagee and the Secretary of Housing and Urban Development, as interest may appear. Such title evidence must be accompanied by a survey of the property, together with the Surveyor's Certificate showing that there are no easements or encroachments upon the subject property except those acceptable to the Commissioner, which survey will be extended from time to time during construction to show that the improvements on the site have been erected solely upon the land covered by the mortgage and within the building restriction lines, if any, on said land and do not encroach upon or overhang any land not covered by the mortgage nor upon any easement or right-of-way. Evidence will be required to show that the premises are not zoned or restricted so as to prevent the construction of the improvements, and that building and other permits have been issued by legally constituted authorities having jurisdiction.
- (h) Assurance of the completion of the project.
- (i) Assurance that adequate sewer, water, gas, and electric facilities will be fully installed prior to completion of the project and that necessary public streets, sidewalks, and curbing outside the project site, if not yet constructed, will be fully completed within a reasonable time after completion of the project.
- (j) The Mortgagee's Certificate itemizing the charges made by you in connection with the mortgage transaction and evidencing the collection by you or your nominee from the Mortgagor of the following sums to be applied to the following items:

(1) Deposit to meet cost of equipping and renting the project subsequent to completion of the entire project or units thereof, and to be applied to taxes, mortgage insurance premiums, property insurance premiums and assessments required by the terms of the mortgage accruing subsequent to initial endorsement of the mortgage for insurance, and not included in the proceeds of the mortgage ... \$ 61,072. (NOTE: For Section 232 Nursing Home Projects this deposit is required only for accruals of taxes, mortgage insurance premiums, property insurance premiums and assessments.)

(2) Funds, if any, required over and above mortgage proceeds for completion of the project ... \$ 513,321. This sum represents the difference between the Commissioner's estimate of the total cash required for carrying charges, financing, and for construction of the project, including builder's fees (or builder's and sponsor's profit and risk allowance, if any), architect's fees, and the maximum amount of the mortgage to be insured. These funds may be reduced by so much of the profit and risk allowance and fees, up to a maximum of \$ 317,108, as the closing documents show are not to be paid in cash.

(3) Escrow deposit, if any, to cover off-site utilities and streets... \$ N/A.

(4) The Mortgagor shall establish to the Commissioner's satisfaction that, in addition to the proceeds of the insured mortgage, the Mortgagor has funds in the amount of \$ N/A and financial arrangements acceptable to the Commissioner in order to meet the expenses of the project from the date of initial occupancy until N/A months after the date of final endorsement as the Commissioner estimates is necessary to establish a profitable operation. The funds shall be deposited with the Mortgagor or other depository acceptable to the Commissioner on or before the date of initial endorsement, and shall be held in a special account under an agreement approved by the Commissioner.

(k) The Escrow Agreement providing for the deposit, if any, required by Item (j)(3) of the Escrow Agreement and covering off-site utilities and streets.

(l) The Mortgagor's Certificate certifying to the priority of the mortgage and to other matters therein.

(m) The instrument under which the Mortgagor entity is created, unless the Mortgagor is a natural person.

4. The Mortgagor must possess the powers necessary for operating the project and meeting the requirements of the Secretary of Housing and Urban Development for insurance of the mortgage. At the initial insurance of the mortgage note, there shall be filed with the Commissioner copies of all instruments or agreements under the laws of the applicable jurisdiction to authorize the execution of the mortgage and the other documents, and a Regulatory Agreement or other instrument to permit the Commissioner's regulation of the mortgage, charges, and methods of operation. Such instrument shall provide, among other things, for the establishment of a Reserve Fund for Replacements under control of the Mortgagee by payment of \$ 12,214 per month to be accumulated monthly commencing on the date of the first payment to principal as established in the mortgage, unless a later date is agreed to by the Commissioner.

5. (a) Approval of advances in accordance with the Building Loan Agreement must be obtained from the Commissioner prior to the date of each advance to be insured. A Contractor's Prevailing Wage Certificate will be filed with the request for approval of each advance which includes a payment for construction costs.

(b) During the course of construction, the Commissioner and his representatives shall have access to the property and the right to inspect the progress of construction, and an inspection fee in the amount of \$15,122 shall be paid upon the initial insurance endorsement of the mortgage note. The inspection of the property by a representative of the Commissioner shall be only for the benefit and protection of the Secretary of Housing and Urban Development.

(c) Upon completion of the project in accordance with the Drawings and Specifications, the mortgage note will be finally endorsed for insurance to the extent of the advances of mortgage proceeds approved by the Commissioner, subject to reduction as provided in the Regulations.

6. Any change in the Drawings and Specifications or in the conditions upon which this commitment is based, which may occur after the date hereof, shall be explained in writing, or in a supplementary application filed with the Commissioner, and must be approved by the Commissioner prior to initial endorsement. Any such change subsequent to initial endorsement must be brought to the attention of the Commissioner immediately, and, except for such changes in the Drawings and Specifications which may be authorized by the Architect approved by the Commissioner prior to the date on which the Commissioner is requested to approve a further mortgage for insurance. Changes in the Drawings and Specifications which result in a net construction cost increase, change the design concept, or will result in a net cumulative construction cost decrease of more than 2% of the amount may be effected only with the prior written approval of the Lender and the Commissioner. The Commissioner's approval of any change described above may be subject to such conditions and qualifications as the Commissioner in his discretion may prescribe.

7. If under the laws of the jurisdiction in which the project is located, the personal property of the Mortgagor, which is used in the operation of the project, is not covered by and subject to the real estate mortgage, the Mortgagee shall require and receive from the Mortgagor, prior to the final insurance endorsement of the mortgage, a Security Agreement and a Financing Statement or such other security instrument as may be necessary to effect a first lien on such personal property in favor of the Mortgagee.

8. Any change in the sponsorship upon which this commitment is predicated must be requested by the Mortgagee on behalf of any proposed substitute sponsor, and such request must be approved by the Commissioner. Any sponsor or principal (including the principals of any parent entity of such sponsor), who is now or who may later become involved in this project by way of financial interest, employment or otherwise and who has not filed a certificate with the Commissioner fully disclosing his previous participation in FHA insurance programs, shall file such certificate on the form prescribed by the Commissioner and must be approved by the Commissioner.

9. All certificates, documents and agreements called for by this commitment shall be on forms provided or prescribed by the Commissioner and shall be completed, executed and filed in the number of copies and manner as he shall prescribe.

10. This commitment shall terminate 60 days from the date hereof unless renewed by the Commissioner. Prior to any renewal or extension of this commitment, the Commissioner may, at any time, reexamine the commitment to determine whether it shall be extended in the same amount, or shall be amended to a lesser amount.

11. A request for the reopening of this commitment within 90 days of its termination must be accompanied by the reopening fee prescribed by the Regulations.

12. The Design Architect and the Architect administering the construction contract shall each be covered by a policy of professional liability insurance in an amount consistent with insurance industry practice. At initial closing, there shall be provided for each Architect the writing agent's certificate in substantially the following form:

To: Mortgagee and Secretary of Housing and Urban Development

I certify that _____ is insured in the
(Name of Architect)

amount of \$ _____ under _____
(Name of Insurer)

Policy No. _____ of Architect and/or Engineers Professional Liability Insurance.

Your attention is directed to the Regulations covering the assignment or the transfer of the insured mortgage in whole or in part, and the transfer of your rights, privileges, and obligations under the contract of mortgage insurance.

Special conditions set forth below or attached hereto and identified as additional numbered paragraphs are ~~are~~ part hereof.

See attached:

Schedule I - Special Conditions

Schedule II - Closing Requirements

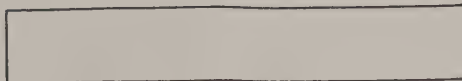
Dated 1/11/82

Amended: 9/1/82

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

BY: FEDERAL HOUSING COMMISSIONER

By [Signature]
Authorized Agent



Project No. 023-35276 EC
Dimock - Bragdon Apts.
Boston, Mass.

Conditions of the Commitment - Continued

13. Sponsor shall submit affirmative marketing plan to this office for approval prior to initial endorsement.
14. This project is subject to HUD environmental clearance and is expected to conform to all HUD policies and guidelines.
15. This Commitment is subject to the requirements of Executive Orders 11063 and 11247 relating to equal opportunity in housing.
16. Prior to initial endorsement, evidence of a 25% Performance Bond and a 25% Payment Bond, each in the amount of \$673,970 must be submitted to the closing attorney assigned to the project. As an alternative to the Bond Requirement, an FEA Completion Assurance Agreement, Form No. 2450, with an escrow in the amount of \$404,382 may be used.
17. Thirty days prior to initial endorsement, a copy of the proposed Management Contract, together with a resume of the background and experience of the management agent, shall be submitted for evaluation and approval by HUD. Also, a management plan must be furnished and Form 2530 must be submitted on the Management Agent.
18. If, at initial endorsement of the mortgage, there is in fact no identity of interest between the Mortgagor and the General Contractor, this case will be reprocessed to exclude the Builder's and Sponsor's Profit and Risk Allowance (BSPRA) and to substitute a typical Builder's Profit and Sponsor's Profit and Risk Allowance (SPRA).
19. At least thirty (30) days prior to Initial Endorsement, an "Estimated Progress Schedule for Work" must be submitted to HUD by the general contractor for review and approval by HUD.
20. Your attention is directed to the following points of information:
 - a. The construction period is 16 months.
 - b. Liquidated damages will be in the minimum amount of \$1,465.73 for each day of delay until the date of substantial completion.
 - c. The Management Fee established by the Management Contract shall not exceed \$15,390 (3.41% of Effective Gross Income) as established on processing form 2264 dated August 27, 1982.
21. This commitment is subject to 2530 clearance of all Sponsors and General Contractor.
22. This Commitment is subject to the requirements of Executive Order 11246, Equal Employment Opportunity. See attached Notice BAO 78-17 with attachments A, B, and C. for instruction.
23. Fifteen (15) days prior to initial endorsement, the mortgagee shall submit evidence that it has a commitment for the permanent loan, or some other firm written assurance demonstrating that permanent financing will be available at the rate shown in the firm commitment application.

Any form of assurance must address, but is not limited to, the source of the financing, the term, interest rate, extension provisions, dates for delivery of the permanent mortgage, and any conditions which are, will be part of, or will impact on, the permanent financing arrangements.
24. All outstanding A&E Requirements are to be included, and all coordination of the drawings and specifications is to be completed prior to the submission of the closing exhibits.

Project No. 023-35276
Dimock-Bragdon Apts.
Boston, Mass.

Conditions of the Commitment - Continued

25. An escrow of \$9,543 must be established in accordance with attached HUD Notice H 81-52.
26. In the event of any change in the sponsorship of the project or general partners of the partnership, this office must be notified immediately.
27. Processing conditioned upon sponsor submitting an executed Chapter 121A Real Estate Agreement with the City for HUD approval; agreement to state that Real Estate Taxes will not exceed 10% of EGI or \$45,178. Any additional tax payment (i.e. 2%) shall be guaranteed by the development corporation and this payment shall not be taken from project funds.
28. Mortgagor must certify prior to initial closing that obligations under Regulatory Agreement, and/or Section 8, Housing Assistance Payments Contract, will be met including obligation to obtain from each applicant for admission as a tenant, Form 52659 (Section 8) to assign living units to families consistent with individual family needs and to verify that maximum income limits established for Lowell, Massachusetts, cited below, have not been exceeded.

80% Median Income Limits (Lower Income)

<u>1 Person</u>	<u>2 Persons</u>	<u>3 Persons</u>	<u>4 Persons</u>	<u>5 Persons</u>	<u>6 Persons</u>
\$15,250	\$17,400	\$19,550	\$21,750	\$23,100	\$24,450

50% Median Income Limits (Very Low Income)

<u>1 Person</u>	<u>2 Persons</u>	<u>3 Persons</u>	<u>4 Persons</u>	<u>5 Persons</u>	<u>6 Persons</u>
\$9,700	\$11,100	\$12,450	\$13,850	\$15,650	\$16,800

29. The language to be included in the note is attached as Exhibit A and should reflect the interest rates and payment provisions outlined in the commitment.
30. This Commitment is conditioned upon the availability of an Additional \$218,508 in Section 8 Contract Authority of which \$117,600 is attributable to cost increases and of which \$100,908 is attributable to a FAF increase.
31. Area Manager's prerogative of 110% of FMR's is required.
32. Prior to initial endorsement of the project, the contractor must comply with the Equal Employment Opportunity Affirmative Action Requirement of the enclosed Bid Conditions.
33. Contingent upon Sponsor agreeing to all conditions in memorandum dated 11/6/81 regarding the Financial adjustment.
34. Mortgage of \$3,053,600 is based upon a Debt Service composite rate of 12.602% with a FAF escrow of \$134,000 supported by adjusted contract rents. The Section 8 Financial Adjustment Change requires that the FAF escrow in the amount of \$134,000 be established to assure that funds are available to reduce the mortgage at final endorsement.
35. State agency (MHFA) will take the administrative fee in lieu of an override.

Project No. 023-35276
Dimock-Bragdon Apts.
Boston, Mass.

Conditions of the Commitment - Continued

36. The Contract Rents were approved pursuant to the Memorandum entitled 1981 Financing Adjustment. They may be increased or decreased prior to execution of the Agreement to Enter Housing Assistance Payments Contract, in an amount corresponding to the actual terms of permanent financing, up to a debt service rate corresponding to an interest rate of 12 percent. Any increase is subject to availability of contract and budget authority.
37. The project has been processed in accordance with the Memorandum entitled 1981 Financing Adjustment. The interest rate stated in the Contract Rents used in issuing this commitment will be amended accordingly, prior to initial endorsement. This commitment is subject to the execution of an Agreement to Enter Housing Assistance Payment Contract at Contract Rents determined under the procedures of that Memorandum.
38. When the project has been completed and cost certified, the final contract rents and the disposition of the Financial Adjustment escrow will be determined.

4234

M E M O R A N D U M

September 16, 1982

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: CHAPTER 121A APPLICATION OF DIMOCK-BRAGDON ASSOCIATES

On July 15, 1982, the Authority conducted a public hearing to consider the above-captioned 121A Application.

The Project consists of the rehabilitation, operation and maintenance by the Applicant of 54 apartment units of housing for low or moderate income persons at 1841-1869 Columbus Avenue in the Jamaica Plain section of Boston. A firm commitment for HUD mortgage insurance has now been received by the developer and has been filed with the Authority.

Based on the examination of the Application by the Authority staff and on the evidence presented to the Authority at the hearing, it is submitted that there is sufficient evidence in support of the Project to make those findings and determinations necessary to proceed with the approval of the Project.

An appropriate vote follows:

VOTED: That the document presented at this meeting, entitled, "Report and Decision on the Application of Dimock-Bragdon Associates for the Authorization and Approval of a Project under Massachusetts General Laws (Ter. Ed.) Chapter 121A, as Amended, and Chapter 652 of the Acts of 1960, to be undertaken and carried out by a limited partnership organized pursuant to Massachusetts General Laws Chapter 109 and approval to act as an Urban Redevelopment Limited Partnership under said Chapter 121A" be and hereby is approved and adopted.